

Frank J. Wright
Texas Bar No. 22028800
Jeffery M. Veteto
Texas Bar No. 24098548
Jay A. Ferguson
Texas Bar No. 24094648
LAW OFFICES OF FRANK J. WRIGHT, PLLC
2323 Ross Avenue, Suite 730
Dallas, Texas 75201
Telephone: (214) 935-9100

PROPOSED COUNSEL TO DEBTOR
STUDIO MOVIE GRILL HOLDINGS, LLC

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§	CASE NO. <u>20-32633-11</u>
	§	
STUDIO MOVIE GRILL HOLDINGS, LLC,	§	Chapter 11
<i>et al.</i>¹	§	
DEBTOR.	§	Joint Administration Requested

DEBTORS' EMERGENCY MOTION FOR INTERIM AND FINAL ORDER

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Studio Movie Grill Holdings, LLC (6546) ("SMG Holdings"); OHAM Holdings, LLC (0966); Movie Grill Concepts Trademark Holdings, LLC (3096); Movie Grill Concepts I, Ltd. (6645); Movie Grill Concepts III, Ltd. (2793); Movie Grill Concepts IV, Ltd. (1454); Movie Grill Concepts IX, LLC (3736); Movie Grill Concepts VI, Ltd. (6895); Movie Grill Concepts VII, LLC (2291); Movie Grill Concepts X, LLC (6906); Movie Grill Concepts XI, LLC (2837); Movie Grill Concepts XII, LLC (6040); Movie Grill Concepts XIII, LLC (5299); Movie Grill Concepts XIV, LLC (4709); Movie Grill Concepts XIX, LLC (9646); Movie Grill Concepts XL, LLC (4454); Movie Grill Concepts XLI, LLC (4624); Movie Grill Concepts XLII, LLC (2309); Movie Grill Concepts XLIII, LLC (9721); Movie Grill Concepts XLIV, LLC (8783); Movie Grill Concepts XLV, LLC (2570); Movie Grill Concepts XV, LLC (4939); Movie Grill Concepts XVI, LLC (1033); Movie Grill Concepts XVII, LLC (1733); Movie Grill Concepts XVIII, LLC (8322); Movie Grill Concepts XX, LLC (7300); Movie Grill Concepts XXI, LLC (1508); Movie Grill Concepts XXII, LLC (6748); Movie Grill Concepts XXIV, LLC (5114); Movie Grill Concepts XXIX, LLC (5857); Movie Grill Concepts XXV, LLC (4985); Movie Grill Concepts XXVI, LLC (5233); Movie Grill Concepts XXVII, LLC (4427); Movie Grill Concepts XXVIII, LLC (1554); Movie Grill Concepts XXX, LLC (1431); Movie Grill Concepts XXXI, LLC (3223); Movie Grill Concepts XXXII, LLC (0196); Movie Grill Concepts XXXIII, LLC (1505); Movie Grill Concepts XXXIV, LLC (9770); Movie Grill Concepts XXXIX, LLC (3605); Movie Grill Concepts XXXV, LLC (0571); Movie Grill Concepts XXXVI, LLC (6927); Movie Grill Concepts XXXVII, LLC (6401); Movie Grill Concepts XXXVIII, LLC (9657); Movie Grill Concepts XXIII, LLC (7893); Studio Club, LLC (3023); Studio Club IV, LLC (9440); Movie Grill Concepts XI, LLC (2837); Movie Grill Concepts XLI, LLC (4624); Movie Grill Concepts XLVI, LLC (2344); Movie Grill Concepts XLVII, LLC (5866); Movie Grill Concepts XLVIII, LLC (8601); Movie Grill Concepts XLIX, LLC (0537); Movie Grill Concepts L, LLC (5940); Movie Grill Concepts LI, LLC (7754); Movie Grill Concepts LII, LLC (8624); Movie Grill Concepts LIII, LLC (3066); Movie Grill Concepts LIV, LLC (2018); Movie Grill Concepts LV, LLC (4699); Movie Grill Partners 3, LLC (4200); Movie Grill Partners 4, LLC (1363); Movie Grill Partners 6, LLC (3334); and MGC Management I, LLC (3224).

PROVIDING ADEQUATE ASSURANCE OF UTILITY PAYMENTS

Studio Movie Grill Holdings, LLC and its debtor affiliates (the “Debtors” or “SMG”), by and through their proposed undersigned counsel, file this *Emergency Motion Interim and Final Order Providing Adequate Assurance of Utility Payments* (the “Motion”), seeking the entry of an order pursuant to 11 U.S.C. §§ 105(a) and 366(a) and (b), (i) prohibiting utility companies from altering, refusing, or discontinuing services to the Debtors on account of pre-petition invoices and (ii) authorizing and approving the amount and method by which the Debtors may furnish certain utilities with adequate assurance of payment for post-petition utility services and directing the utilities to continue providing such services. In support of this Motion, the Debtors would respectfully show the Court as follows:

I.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this case pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper in this District pursuant to 28 U.S.C. § 1408. The statutory predicates for the relief requested herein are Sections 105(a) and 366(a) and (b) of Title 11 of the United States Code (the “Bankruptcy Code”).

II.

BACKGROUND

2. On October 23, 2020 (the “Petition Date”), the Debtors each filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), thereby initiating the above-captioned bankruptcy cases (the “Chapter 11 Cases”). The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

3. An official committee of unsecured creditors has yet to be appointed in these Chapter 11 Cases. Further, no trustee or examiner has been requested or appointed in these Chapter 11 Cases.

4. SMG is engaged in the dine-in movie theater business. In addition to its movie

offerings, SMG's theaters include a bar and lounge area, with direct to seat service for guests before and during their movies. Specifically, SMG operates 34 movies theaters in 9 states, including Arizona, California, Florida, Georgia, Illinois, North Carolina, Pennsylvania, Texas, and Virginia. All theaters operate under the brand name "Studio Movie Grill."

5. A detailed description of the Debtors and their businesses, and the facts and circumstances supporting the Motion and the Debtors' Chapter 11 Cases are set forth in greater detail in the *Declaration of William Snyder, CRO of the Debtors, in Support of the Debtors' Chapter 11 Petitions and First Day Motion (the "Snyder Declaration")*, which was filed on the Petition Date and is incorporated by reference in this Motion.

III. SUMMARY OF UTILITIES

6. In the operation of their business, it is necessary for the Debtors to obtain certain utility services, including electricity, gas, water, trash removal, and telecommunications services (collectively, the "Utility Services"). The Utility Services are provided by numerous utility companies and other providers (collectively, the "Utility Providers"), including those identified on the list attached as **Exhibit "A"** hereto.

7. Certain utilities are billed directly to SMG Holdings, while others are billed to their respective locations. The Debtors submit that continuation of the Debtors' operations and preservation of its assets depend upon uninterrupted service from the Utility Providers.

IV. RELIEF REQUESTED

8. Section 366(b) of the Bankruptcy Code prevents utility companies from discontinuing, altering, or refusing service to a debtor during the initial twenty (20) days of a bankruptcy case. However, after 20 days from the petition date, a utility company may alter, refuse or discontinue its utility services, pursuant to Section 366(c)(2) of the Bankruptcy Code, if a debtor does not furnish adequate assurance of payment.

9. By this Motion, the Debtors seek entry of an Order: (i) determining that the Utility Providers (as defined below) have been provided with adequate assurance of payment within the meaning of Section 366 of the Bankruptcy Code; (ii) approving the Debtors' proposed offer of adequate assurance and procedures whereby Utility Providers may request additional or different adequate assurance; (iii) prohibiting the Utility Providers from altering, refusing or discontinuing services on account of pre-petition amounts outstanding or on account of any perceived inadequacy of the Debtors' proposed adequate assurance; (iv) establishing procedures for the Utility Providers to seek to opt out of the Debtors' proposed adequate assurance procedures; (v) determining that the Debtors are not required to provide any additional adequate assurance beyond what they propose by this Motion, pending entry of the Final Order; and (vi) setting a final hearing ("Final Hearing") on the Debtors' proposed adequate assurance.

10. Uninterrupted utility services are essential to ongoing operations and, therefore, to the ultimate success of the Debtors' Chapter 11 Cases. Although many of the Debtors' theaters remain closed due to COVID-19 pandemic restrictions and impacts to demand, there are currently 21 Debtor theaters currently in operation, and utility services remain critical to the maintenance and security of the Debtors' operating locations, as well as their existing and future business operations. Any interruption to the Utility Services would not only be disruptive to the Debtors' operations but would also jeopardize successful reorganization.

A. Proposed Adequate Assurance

11. It is the intention of the Debtors' to fully pay all post-petition obligations owed to the Utility Providers in a timely manner through the use of revenues and post-petition financing. The Debtors anticipate that these sources of funds will exceed the amounts necessary to pay all such post-petition obligations as they come due.

12. In an abundance of caution, the Debtors propose to provide a deposit equal to two (2) weeks of utility service, calculated as a historical average over the past twelve (12) months, to any Utility Provider who make a written request for such a deposit (“Adequate Assurance Deposit”), provided that the requesting Utility Provider does not already hold a deposit equal to or greater than two (2) weeks of Utility Services, and provided further that such Utility Provider is not currently paid in advance for its services. As a condition of requesting and accepting an Adequate Assurance Deposit, the requesting Utility Provider shall be deemed to have stipulated that the Adequate Assurance Deposit constitutes adequate assurance of future payment to such Utility Provider within the meaning of Section 366 of the Bankruptcy Code, and shall further be deemed to have waived any right to seek additional adequate assurance during the course of these Chapter 11 Cases.

13. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the Debtors’ previous payments and ability to pay for future utility services in the ordinary course of business (collectively, “Proposed Adequate Assurance”), constitutes sufficient adequate assurance to the Utility Providers. If any Utility Provider believes additional assurance is required, it may request such assurance pursuant to the following procedures.

B. Proposed Adequate Assurance Procedures

14. During the first days of the Chapter 11 Cases it would be incredibly difficult, costly, and would divert the Debtors’ limited personnel resources to engage in separate negotiations with each potential Utility Provider. Further, if independent negotiations were required and the Debtors were to fail to reach early agreements with each Utility Provider, the Debtors would likely have to file further motions seeking expedited determinations as to adequate assurance or risk service termination. In light of the severe consequences to the Debtors of any interruption in services by the Utility Providers, but recognizing the right of the Utility Providers to evaluate the Proposed Adequate

Assurance on a case-by-case basis, the Debtors propose that the Court enter an Interim Order that approves and adopts the following procedures ("Adequate Assurance Procedures"):

- (i) Absent compliance with the Adequate Assurance Procedures, the Utility Providers are forbidden to discontinue, alter or refuse service on account of any unpaid pre-petition charges, or require additional adequate assurance of payment other than the Proposed Adequate Assurance pending entry of the Final Order.
- (ii) Any Utility Provider desiring an Adequate Assurance Deposit must serve a request ("Adequate Assurance Request") so that it is received by the Debtors at the following addresses within fifteen (15) days of entry of the Interim Order:
 - (a) Law Offices of Frank J. Wright
2323 Ross Avenue, Suite 730
Dallas, Texas 75201
 - (b) William K. Snyder
CR3 Partners LLC
13355 Noel Road, Suite 2005
Dallas, Texas 75240
 - (c) William L. Wallander
Vinson & Elkins, LLP
2001 Ross Avenue, Suite 3900
Dallas, Texas 75201
 - (d) Michael C. Schneidereit
Nicholas J. Morin
Jones Day
250 Vesey Street
- (iii) Any Adequate Assurance Request must: (a) be made in writing; (b) set forth the location for which utility services are provided; (c) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposit; and (d) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- (iv) Upon the Debtors' receipt of any Adequate Assurance Request at the addresses set forth above, the Debtors shall have the greater of (a) fourteen (14) days from the receipt of such Adequate Assurance Request; or (b) thirty (30) days

from the Petition Date (collectively, “Resolution Period”) to negotiate with such Utility Provider to resolve such Utility Provider's request for additional assurance of payment.

- (v) The Debtors may, in their discretion and with the consent of the DIP Agent², resolve any Adequate Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Provider with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments and/or other forms of security, without further order of this Court if the Debtors believe such additional assurance is reasonable.
- (vi) If the Debtors determine that the Adequate Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, may request a hearing before this Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (“Determination Hearing”) pursuant to Section 366(c)(3) of the Bankruptcy Code.
- (vii) Pending resolution of any such Determination Hearing, such particular Utility Provider shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for pre-petition service or on account of any objections to the Proposed Adequate Assurance.
- (viii) Any Utility Provider who objects to the Adequate Assurance Procedures outlined above must file an objection to such procedures (“Procedure Objection”) so that it is actually received within twenty (20) days of entry of the Interim Order by the Debtors at the following addresses:

(a) Law Offices of Frank J. Wright
2323 Ross Avenue, Suite 730
Dallas, Texas 75201

(b) William K. Snyder

² “DIP Agent” means Goldman Sachs Special Lending Group, L.P., in its capacity as administrative agent under that certain [*Senior Secured Superpriority Debtor-in-Possession Financing Amendment* dated as of [October __], 2020, by and among, among others, the Debtors, the DIP Agent, and the lenders party thereto.

CR3 Partners LLC
13355 Noel Road, Suite 2005
Dallas, Texas 75240

(c) William L. Wallander
Vinson & Elkins, LLP
2001 Ross Avenue, Suite 3900
Dallas, Texas 75201

(d) Michael C. Schneidereit
Nicholas J. Morin
Jones Day
250 Vesey Street
York, NY 10281

- (ix) Any Procedure Objection must (a) be made in writing; (b) set forth the location for which utility services are provided; (c) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits; (d) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (e) set forth why the Utility Provider believes it should be exempted from the Adequate Assurance Procedures.
- (x) The Debtor may, in their discretion and with the consent of the DIP Agent, resolve any Procedure Objection by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Provider with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments and/or other forms of security, without further order of this Court if the Debtor believes such additional assurance is reasonable.
- (xi) If the Debtor determines that the Procedure Objection is not reasonable and is not able to reach a prompt alternative resolution with the Utility Provider, the Procedure Objection will be heard at the Final Hearing.
- (xii) All Utility Providers that do not timely file a Procedure Objection are deemed to consent to the Adequate Assurance Procedures and shall be bound by the Adequate Assurance Procedures. The sole recourse of all Utility Providers that do not timely file a Procedure Objection shall be to submit an Adequate Assurance Request pursuant to the Adequate Assurance Procedures, and shall be enjoined from ceasing

performance pending any Determination Hearing that may be conducted pursuant to the Adequate Assurance Procedures.

- (xiii) Notwithstanding anything contained in this Motion, any payment authorized to be made by the Debtors herein shall be subject to the terms and conditions contained in any interim or final orders authorizing the debtor in possession financing facility and/or the use of cash collateral (a “DIP Order”), including, without limitation, any budgets in connection therewith, and to the extent there is any inconsistency between the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

C. Final Hearing Date

15. In order to resolve any Procedure Objections within thirty (30) days of the applicable Petition Date, the Debtors request that the Court schedule the Final Hearing approximately twenty-five (25) days after the Petition Date.

D. Modifications to the Utility Services List

16. The Debtors have made an extensive and good faith effort to identify their respective Utility Providers and include them on the Utility Service List (attached hereto as **Exhibit “A”**). Nevertheless, it is possible that certain Utility Providers have not yet been identified by the Debtors or included on the Utility Service List. To the extent that the Debtors identify additional Utility Providers, the Debtors will file amendments to the Utility Service List and shall serve copies of the Interim Order and Final Order (when and if entered) on such newly identified Utility Providers. The Debtors request that the Interim Order and Final Order be binding on all Utility Providers, regardless of when such Utility Provider was added to the Utility Service List.

**V.
BASIS FOR RELIEF**

17. Section 366(a) of the Bankruptcy Code provides that:

Except as provided in subsections (b) and (c) of this section, a utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis of the commencement of a case under this title or that a debt owed by the debtor to such utility

for service rendered before the order for relief was not paid when due.
11 U.S.C. § 366(a).

18. Congress sought to protect debtors from utility service cutoffs upon the filing of a bankruptcy case, while at the same time providing the utility companies with adequate assurance that the Debtors will pay for post-petition services. *See* H.R. Rep. No. 95-595, at 350 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6306; *see also Jones v. Boston Gas Co. (In re Jones)*, 369 B.R. 745, 748 (B.A.P. 1st Cir. 2007) (“The purpose of § 366 is ‘to prevent the threat of termination from being used to collect pre-petition debts while not forcing the utility to provide services for which it may never be paid.’”) (quoting *Begley v. Phila. Elec. Co. (In re Begley)*, 760 F.2d 46, 49 (3d Cir. 1985)). The relief requested in this Motion is consistent with this policy.

19. Prior to the enactment of the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (“BAPCPA”), courts, commentators, and legislative history had all confirmed that Section 366 did not require, in every case, that the Debtors provide a deposit or other security to their utilities as adequate assurance of payment. In *Va. Elec. & Power Co. v. Caldor, Inc.—N.Y.*, 117 F.3d 646, 647 (2d Cir. 1997), the United States Court of Appeals for the Second Circuit affirmed the bankruptcy court’s ruling that the Debtors’ pre-petition payment history, their post-petition liquidity, and the administrative expenses afforded post-petition invoices constituted adequate assurance of future performance. That court rejected the argument that Section 366(b) nevertheless requires a “deposit or other security.” *See id.* at 650–52.

20. A bankruptcy court’s authority to “modify” the level of the “deposit or other security,” provided for under Section 366(b) includes the power to require no “deposit or other security” where none is necessary to provide a utility with “adequate assurance of payment.” *Id.*; *see also Shirey v. Phila. Elec. Co. (In re Shirey)*, 25 B.R. 247, 249 (Bankr. E.D. Pa. 1982) (“[S]ection 366(b) . . . does not permit

a utility to request adequate assurance of payment for continued service unless there has been a default by the debtor on a prepetition debt owed for services rendered.”).

21. In BAPCPA, Congress added Section 366(c). Bankruptcy Code § 366(c) provides that in a Chapter 11 case, a utility company may alter, refuse, or discontinue utility service if, within thirty (30) days after commencement of the Chapter 11 case, the utility company does not receive adequate assurance in a form “satisfactory” to the utility company, subject to the Court’s ability to modify the amount of adequate assurance. In determining whether an assurance of payment is adequate, the Court may no longer consider (i) the absence of security before the petition date; (ii) the Debtors’ history of timely payments; or (iii) the availability of an administrative expense priority.

22. While the form of adequate assurance may be limited under Section 366(c), the amount of the deposit or other form of security remains fully within the reasonable discretion of the Bankruptcy Court, and Section 366(c) does not require a guarantee of payment. In *In re Adelpia Business Solutions, Inc.*, the Bankruptcy Court for the Southern District of New York stated that “[i]n determining adequate assurance, a bankruptcy court is not required to give a utility company the equivalent of a guaranty of payment, but must only determine that the utility is not subject to an unreasonable risk of nonpayment for postpetition services.” *In re Adelpia Bus. Sols., Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002). The essence of the court’s inquiry is an examination of the totality of the circumstances in making an informed judgment as to whether utilities will be subject to an unreasonable risk of nonpayment. *Id.* at 82–83; see *In re Anchor Glass Container Corp.*, 342 B.R. 872, 875 (Bankr. M.D. Fla. 2005).

23. The availability of the Adequate Assurance Deposit provides the Utility Providers with ample adequate assurance of future payment under Section 366(c). Further, the Debtors’ access to post-petition financing under the DIP Facility will ensure the Debtors have sufficient cash resources to pay all valid post-petition obligations for the Utility Services in a timely fashion. Moreover, the

Debtors have substantial incentive to stay current on such Utility Services' obligations, as they comes due, because of the necessity of such services to the Debtors' business operations. In light of the applicable factors, there is cause to find that the Adequate Assurance Deposit and the Adequate Assurance Deposit Procedures – together with the Debtors' access to financing under the DIP Facility – is more than sufficient to assure future payments to all Utility Providers.

24. In short, the relief requested by this Motion will preserve the status quo and ensure continued Utility Services along with providing a prompt and organized forum for the resolution of any disputes as to adequate assurance. Section 105(a) authorizes this Court to enter “any order . . . that is necessary or appropriate to carry out the provisions of this title.” Because the proposed Adequate Assurance Procedures protect the Debtors without materially prejudicing the Utility Providers, the Adequate Assurance Procedures are fully consistent with the requirements of Section 366 and appropriate under Section 105(a).

25. Courts in this district and other jurisdictions have granted similar measure and form of relief in Chapter 11 cases following the enactment of BAPCPA. *See e.g., In re The LaSalle Grp., Inc.*, Case No. 1931484 (SGJ) (Bankr. N.D. Tex. June 17, 2019) (Docket No. 91) (approving adequate assurance in the form of a deposit equal to one-half the average monthly utility costs); *In re PHI, Inc.*, Case No. 19-30923 (HDH) (Bankr. N.D. Tex. May 10, 2019) (Docket No. 428) (approving adequate assurance in the form of a deposit equal to one-half the average monthly utility costs); *In re SAS Healthcare, Inc.*, Case No. 19-40401 (MXM) (Docket No. 49) (Bankr. N.D. Tex. Feb. 6, 2019) (approving adequate assurance in the form of a deposit equal to one-half the average monthly utility costs); *In re Erickson Inc.*, Case No. 16-34393 (HDH) (Docket No. 139) (Bankr. N.D. Tex. Dec. 5, 2016) (approving adequate assurance in the form of a deposit equal to one-half the average monthly utility costs); *In re Forest Park Med. Ctr. at Southlake, LLC*, Case No. 16-40273 (RFN) (Bankr. N.D. Tex. Feb. 2, 2016) (Docket No.

75) (approving adequate assurance in the form of a deposit equal to one-half the average monthly utility costs).

26. The Debtors submit that the Court should use its powers under Sections 105 and 366 of the Bankruptcy Code in these Chapter 11 Cases because the issuance of the Interim Order is necessary to preserve the Debtors' orderly operation during the pendency of these cases. Based on the foregoing facts, the Debtors further submit that granting the relief requested is both necessary and appropriate and no additional deposits should be required to supplement the Proposed Adequate Assurance. Such relief will help the Debtor to successfully restructure and will not prejudice the rights of the Utility Providers under Section 366 of the Bankruptcy Code.

27. No prior motion for the relief requested herein has been made to this or any other court.

VI. NOTICE

28. Notice of this Motion will be provided to: (i) the Office of the United States Trustee; (ii) the Debtors' secured creditors; (iii) any party whose interests are directly affected by this specific pleading; (iv) those persons who have formally appeared and requested notice and service in these proceedings pursuant to Bankruptcy Rules 2002; (v) counsel for the proposed DIP Agent; (vi) counsel for any official committees appointed by this Court; (vii) the consolidated list of the 30 largest unsecured creditors of the Debtors; and (viii) all governmental agencies having a regulatory or statutory interest in these cases (collectively, the "Notice Parties"). Based on the urgency of the circumstances surrounding this Motion and the nature of the relief requested herein, the Debtors respectfully submit that no further notice is required.

WHEREFORE, the Debtors respectfully request the Court to enter an order pursuant to Sections 105(a) and 366 of the Bankruptcy Code in substantially the form set forth in **Exhibit "B"**, attached hereto, (i) determining that their Utility Providers have been provided with adequate

assurance of payment within the meaning of Section 366 of the Bankruptcy Code, pending the entry of the Final Order; (ii) approving the Debtor's Proposed Adequate Assurance and the Adequate Assurance Procedures whereby Utility Providers may request additional or different adequate assurance; (iii) prohibiting the Utility Providers from altering, refusing or discontinuing services on account of pre-petition amounts outstanding, pending entry of the Final Order; (iv) establishing procedures for the Utility Providers to seek to opt out of the Debtors' proposed adequate assurance procedures; (v) determining that the Debtors are not required to provide any additional adequate assurance, beyond what is proposed by this Motion, pending entry of the Final Order; (vi) providing the Utility Providers with notice of the hearing on the Proposed Adequate Assurance before entering the Final Order; and (vii) granting such other relief as the Court deems just and proper.

DATED: October 23, 2020

Respectfully submitted,

LAW OFFICES OF FRANK J. WRIGHT, PLLC

By: /s/ Frank J. Wright

Frank J. Wright
Texas Bar No. 22028800
Jeffery M. Veteto
Texas Bar No. 24098548
Jay A. Ferguson
Texas Bar No. 24094648

2323 Ross Avenue, Suite 730

Dallas, Texas 75201

Telephone: (214) 935-9100

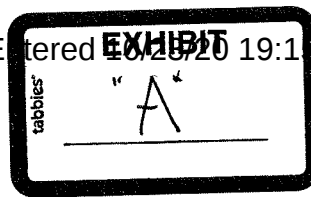
**PROPOSED COUNSEL TO DEBTORS
AND DEBTORS-IN-POSSESSION**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on the parties listed below, on all parties consenting to electronic service of this case *via* the Court's *ECF system* for the Northern District of Texas and *via* United States Mail, first class postage prepaid, on October 24, 2020 on the Debtor's Top Thirty (30) Largest Unsecured Creditors.

U.S. Trustee
1100 Commerce St.
Room 976
Dallas, Texas 75242

/s/ Frank J. Wright
Frank J. Wright



Studio Movie Grill Adequate Assurance

Location	#	Utility Provider	Service Address	Account Number	Average Bill	Adequate Assurance
Plano	1	Atmos Energy	4721 W. Park Blvd, Suite 100, Plano, TX 75093	3032945553	\$971	\$485
Plano	2	City of Plano	4721 W. Park Blvd, Suite 100, Plano, TX 75093	187317	\$652	\$326
Plano	3	DirectTV	4721 W. Park Blvd, Suite 100, Plano, TX 75093	032458710	\$297	\$149
Plano	4	ELYTUS LTD	4721 W. Park Blvd, Suite 100, Plano, TX 75093	STUDIO MOVIE GRILL	\$1,618	\$809
Plano	5	Reliant	4721 W. Park Blvd, Suite 100, Plano, TX 75093	17 042 459-2	\$7,943	\$3,971
Arlington	6	Atmos Energy	225 Merchants Row Arlington, TX 76018	3032945437	\$848	\$424
Arlington	7	DirectTV	225 Merchants Row Arlington, TX 76018	051021411	\$239	\$119
Arlington	8	ELYTUS LTD	225 Merchants Row Arlington, TX 76018	STUDIO MOVIE GRILL	\$1,471	\$736
Arlington	9	Reliant	225 Merchants Row Arlington, TX 76018	17 024 711-8	\$7,559	\$3,780
Copperfield	10	Centerpoint Energy	8580 Highway 6 North Houston, TX 77095	6376624-0	\$390	\$195
Copperfield	11	DirectTV	8580 Highway 6 North Houston, TX 77095	062127052	\$262	\$131
Copperfield	12	ELYTUS LTD	8580 Highway 6 North Houston, TX 77095	STUDIO MOVIE GRILL	\$765	\$383
Copperfield	13	Harris County MUD 179	8580 Highway 6 North Houston, TX 77095	21350 52360-00000360002009	\$351	\$175
Copperfield	14	Reliant	8580 Highway 6 North Houston, TX 77095	16 809 491-0	\$4,261	\$2,130
City Centre	15	Centerpoint Energy	822 Town & Country Blvd Ste 200 Houston, TX 77024	7919344-7	\$842	\$421
City Centre	16	DirectTV	822 Town & Country Blvd Ste 200 Houston, TX 77024	057412794	\$356	\$178
City Centre	17	ELYTUS LTD	822 Town & Country Blvd Ste 200 Houston, TX 77024	STUDIO MOVIE GRILL	\$20	\$10
City Centre	18	Reliant	822 Town & Country Blvd Ste 200 Houston, TX 77024	16 806 477-2	\$8,079	\$4,039
Royal	19	Atmos Energy	11170 N. Central Expressway Dallas, TX 75243	3033424882	\$1,399	\$699
Royal	20	City of Dallas	11170 N. Central Expressway Dallas, TX 75243	100285566	\$1,357	\$679
Royal	21	DirectTV	11170 N. Central Expressway Dallas, TX 75243	075466621	\$272	\$136
Royal	22	ELYTUS LTD	11170 N. Central Expressway Dallas, TX 75243	STUDIO MOVIE GRILL	\$936	\$468
Royal	23	Reliant	11170 N. Central Expressway Dallas, TX 75243	17 001 103-5	\$6,642	\$3,321
Scottsdale	24	APS	15515 N. Hayden Road Scottsdale, AZ 85260	0116540000	\$8,620	\$4,310
Scottsdale	25	DirectTV	15515 N. Hayden Road Scottsdale, AZ 85260	057525611	\$190	\$95
Scottsdale	26	ELYTUS LTD	15515 N. Hayden Road Scottsdale, AZ 85260	STUDIO MOVIE GRILL	\$1,061	\$530
Scottsdale	27	Southwest Gas Corporation	15515 N. Hayden Road Scottsdale, AZ 85260	421-4495997-004	\$616	\$308
Holcomb	28	Constellation	2880 Holcomb Bridge Road Alpharetta, GA 30022	Cust #: 7156262-1	\$990	\$495
Holcomb	29	DirectTV	2880 Holcomb Bridge Road Alpharetta, GA 30022	083404929	\$263	\$132
Holcomb	30	ELYTUS LTD	2880 Holcomb Bridge Road Alpharetta, GA 30022	STUDIO MOVIE GRILL	\$1,535	\$768
Holcomb	31	Sawnee Electric Membership	2880 Holcomb Bridge Road Alpharetta, GA 30022	2330169000	\$5,926	\$2,963
Wheaton	32	AEP Energy	301 Rice Lake Square Wheaton, IL 60189	3003101094	\$3,583	\$1,791
Wheaton	33	City of Wheaton	301 Rice Lake Square Wheaton, IL 60189	0444030002 - 108493	\$613	\$307
Wheaton	34	Commonwealth Edison Company	301 Rice Lake Square Wheaton, IL 60189	0591021091	\$2,582	\$1,291
Wheaton	35	Constellation	301 Rice Lake Square Wheaton, IL 60189	Acct ID: BG-211871	\$1,460	\$730
Wheaton	36	DirectTV	301 Rice Lake Square Wheaton, IL 60189	076928837	\$224	\$112
Wheaton	37	Dupage County PW	301 Rice Lake Square Wheaton, IL 60189	15517550-06	\$230	\$115
Wheaton	38	ELYTUS LTD	301 Rice Lake Square Wheaton, IL 60189	STUDIO MOVIE GRILL	\$758	\$379
Duluth	39	Constellation	3850 Venture Drive Duluth, GA 30096	Cust #: 7174493-1	\$1,159	\$579
Duluth	40	DirectTV	3850 Venture Drive Duluth, GA 30096	025882971	\$194	\$97
Duluth	41	ELYTUS LTD	3850 Venture Drive Duluth, GA 30096	STUDIO MOVIE GRILL	\$1,720	\$860
Duluth	42	Gwinnett Cty Dept. of Water	3850 Venture Drive Duluth, GA 30096	20520538	\$942	\$471
Duluth	43	Jackson Electric	3850 Venture Drive Duluth, GA 30096	979334	\$8,316	\$4,158
Spring Valley	44	Atmos Energy	13933 North Central Expressway Dallas, TX 75243	3033424739	\$885	\$442
Spring Valley	45	DirectTV	13933 North Central Expressway Dallas, TX 75243	047189416	\$406	\$203
Spring Valley	46	ELYTUS LTD	13933 North Central Expressway Dallas, TX 75243	STUDIO MOVIE GRILL	\$1,460	\$730
Spring Valley	47	Reliant	13933 North Central Expressway Dallas, TX 75243	16 999 158-5	\$5,008	\$2,504
Spring Valley	48	Reliant	13933 North Central Expressway Dallas, TX 75243	16 999 157-7 N/A		N/A
Indianapolis	49	Citizens Energy	3535 West 86th Street-College Park Plaza Indianapolis, IN 46268	1287027-1132798	\$180	\$90
Indianapolis	50	Citizens Energy	3535 West 86th Street-College Park Plaza Indianapolis, IN 46268	5834460000 1287027-159511	\$908	\$454
Indianapolis	51	Constellation	3535 West 86th Street-College Park Plaza Indianapolis, IN 46268	Acct ID: BG-157440	\$789	\$394
Indianapolis	52	DirectTV	3535 West 86th Street-College Park Plaza Indianapolis, IN 46268	053431361	\$228	\$114
Indianapolis	53	ELYTUS LTD	3535 West 86th Street-College Park Plaza Indianapolis, IN 46268	STUDIO MOVIE GRILL	\$1,195	\$598
Indianapolis	54	Indianapolis Power & Light	3535 West 86th Street-College Park Plaza Indianapolis, IN 46268	1621524	\$10,153	\$5,076
Simi Valley	55	City of Simi Valley	1555 Simi Town Center Way Unit B-100 Simi Valley, CA 93065	126669-51066016	\$3,457	\$1,728
Simi Valley	56	DirectTV	1555 Simi Town Center Way Unit B-100 Simi Valley, CA 93065	065518550	\$309	\$154
Simi Valley	57	ELYTUS LTD	1555 Simi Town Center Way Unit B-100 Simi Valley, CA 93065	STUDIO MOVIE GRILL	\$1,193	\$596
Simi Valley	58	So Cal Gas	1555 Simi Town Center Way Unit B-100 Simi Valley, CA 93065	192 871 8865 0	\$970	\$485
Simi Valley	59	Southern California Edison	1555 Simi Town Center Way Unit B-100 Simi Valley, CA 93065	2-37-869-2487	\$13,453	\$6,726
Rocklin	60	Direct Energy	5140 Commons Dr Rocklin, CA 95677	753249-87944	\$1,070	\$535
Rocklin	61	DirectTV	5140 Commons Dr Rocklin, CA 95677	009290467	\$257	\$128
Rocklin	62	ELYTUS LTD	5140 Commons Dr Rocklin, CA 95677	STUDIO MOVIE GRILL	\$1,878	\$939
Rocklin	63	Pacific Gas & Electric	5140 Commons Dr Rocklin, CA 95677	4300002341-6	\$8,061	\$4,030
Rocklin	64	Placer County	5140 Commons Dr Rocklin, CA 95677	000150106-000056456	\$1,333	\$666
NW Hwy	65	Atmos Energy	10110 Technology Blvd. East Dallas, TX 75220	4003402595	\$425	\$213
NW Hwy	66	City of Dallas	10110 Technology Blvd. East Dallas, TX 75220	100691476	\$2,100	\$1,050

Studio Movie Grill Adequate Assurance

				Adequate	
Location	#	Utility Provider	Service Address	Account Number	Average Bill Assurance
NW Hwy	67	City of Dallas	10110 Technology Blvd. East Dallas, TX 75220	100688921 N/A	N/A
NW Hwy	68	Constellation	10110 Technology Blvd. East Dallas, TX 75220	Cust #: 7641419-5	\$4,661 \$2,330
NW Hwy	69	DirectTV	10110 Technology Blvd. East Dallas, TX 75220	047571333	\$278 \$139
NW Hwy	70	ELYTUS LTD	10110 Technology Blvd. East Dallas, TX 75220	STUDIO MOVIE GRILL	\$982 \$491
NW Hwy	71	Reliant	10110 Technology Blvd. East Dallas, TX 75220	17 019 906-1	\$4,265 \$2,133
NW Hwy	72	Reliant	10110 Technology Blvd. East Dallas, TX 75220	17 019 907-9 N/A	N/A
Tyler	73	Centerpoint Energy	8954 S. Broadway Avenue Tyler, TX 75703	6400327145-5	\$1,056 \$528
Tyler	74	City Of Tyler	8954 S. Broadway Avenue Tyler, TX 75703	000181997-000113926	\$868 \$434
Tyler	75	DirectTV	8954 S. Broadway Avenue Tyler, TX 75703	008916806	\$277 \$138
Tyler	76	ELYTUS LTD	8954 S. Broadway Avenue Tyler, TX 75703	STUDIO MOVIE GRILL	\$1,652 \$826
Tyler	77	Reliant	8954 S. Broadway Avenue Tyler, TX 75703	17 001 086-2	\$7,700 \$3,850
Pearland	78	Centerpoint Energy	8440 S. Sam Houston East Parkway Pearland, TX 77075	6400764782-5	\$1,361 \$681
Pearland	79	City of Houston	8440 S. Sam Houston East Parkway Pearland, TX 77075	4328-7580-9019	\$2,246 \$1,123
Pearland	80	DirectTV	8440 S. Sam Houston East Parkway Pearland, TX 77075	022987723	\$334 \$167
Pearland	81	ELYTUS LTD	8440 S. Sam Houston East Parkway Pearland, TX 77075	STUDIO MOVIE GRILL	\$1,225 \$612
Pearland	82	Reliant	8440 S. Sam Houston East Parkway Pearland, TX 77075	16 996 965-6	\$8,864 \$4,432
Pearland	83	TXU Energy	8440 S. Sam Houston East Parkway Pearland, TX 77075	100054241894	\$7,551 \$3,776
Tampa	84	Cima Energy	12332 University Mall Ct Tampa, FL 33612	42765443-258-7	\$512 \$256
Tampa	85	DirectTV	12332 University Mall Ct Tampa, FL 33612	003203337	\$277 \$139
Tampa	86	ELYTUS LTD	12332 University Mall Ct Tampa, FL 33612	STUDIO MOVIE GRILL	\$1,159 \$579
Tampa	87	TECO Peoples Gas	12332 University Mall Ct Tampa, FL 33612	211014427580	\$468 \$234
Tampa	88	TECO Tampa Electric	12332 University Mall Ct Tampa, FL 33612	211014427523	\$9,074 \$4,537
Upper Darby	89	Comcast	53 South 69th Street Upper Darby, PA 19082	8499 10 028 0890293	\$160 \$80
Upper Darby	90	DirectTV	53 South 69th Street Upper Darby, PA 19082	076953950	\$269 \$134
Upper Darby	91	ELYTUS LTD	53 South 69th Street Upper Darby, PA 19082	STUDIO MOVIE GRILL	\$1,002 \$501
Upper Darby	92	Peco Energy Company	53 South 69th Street Upper Darby, PA 19082	37199-38023 Peco	\$345 \$172
Upper Darby	93	Peco Energy Company	53 South 69th Street Upper Darby, PA 19082	71223-25005 Peco N/A	N/A
Upper Darby	94	Peco Energy Company	53 South 69th Street Upper Darby, PA 19082	95951-99124 Peco N/A	N/A
Colony	95	CoServ	4800 State Highway 121 The Colony, TX 75056	9001065919	\$5,262 \$2,631
Colony	96	Denton County FWSD	4800 State Highway 121 The Colony, TX 75056	060-0004800-003	\$1,308 \$654
Colony	97	DirectTV	4800 State Highway 121 The Colony, TX 75056	040662390	\$282 \$141
Colony	98	ELYTUS LTD	4800 State Highway 121 The Colony, TX 75056	STUDIO MOVIE GRILL	\$1,647 \$823
Colleyville	99	Atmos Energy	5655 Colleyville Blvd Ste 300 Colleyville, TX 76034	4004649121	\$755 \$377
Colleyville	100	City of Colleyville	5655 Colleyville Blvd Ste 300 Colleyville, TX 76034	10002399-102297 CIVIL-005655-0001-02	\$487 \$243
Colleyville	101	DirectTV	5655 Colleyville Blvd Ste 300 Colleyville, TX 76034	022014184	\$266 \$133
Colleyville	102	ELYTUS LTD	5655 Colleyville Blvd Ste 300 Colleyville, TX 76034	STUDIO MOVIE GRILL	\$510 \$255
Colleyville	103	Reliant	5655 Colleyville Blvd Ste 300 Colleyville, TX 76034	16 812 514-4	\$3,963 \$1,981
Sunset Walk	104	Cima Energy	3204 Margaritaville Blvd Kissimmee, FL 34747	00336018-769-8	\$743 \$371
Sunset Walk	105	DirectTV	3204 Margaritaville Blvd Kissimmee, FL 34747	034439401	\$326 \$163
Sunset Walk	106	Duke Energy	3204 Margaritaville Blvd Kissimmee, FL 34747	43386 62332	\$10,614 \$5,307
Sunset Walk	107	TECO Peoples Gas	3204 Margaritaville Blvd Kissimmee, FL 34747	221005627155	\$594 \$297
Sunset Walk	108	TOHO Water	3204 Margaritaville Blvd Kissimmee, FL 34747	002638294-033178139	\$643 \$321
Sunset Walk	109	UNIVERSAL ENVIRONMENTAL CONSULTING, INC	3204 Margaritaville Blvd Kissimmee, FL 34747	MARG0030	\$1,194 \$597
Lincoln Square	110	Atmos Energy	452 Lincoln Square Arlington, TX 76011	4017049077	\$902 \$451
Lincoln Square	111	City of Arlington	452 Lincoln Square Arlington, TX 76011	51-0313.303	\$1,448 \$724
Lincoln Square	112	DirectTV	452 Lincoln Square Arlington, TX 76011	032733560	\$350 \$175
Lincoln Square	113	ELYTUS LTD	452 Lincoln Square Arlington, TX 76011	STUDIO MOVIE GRILL	\$737 \$368
Lincoln Square	114	Reliant	452 Lincoln Square Arlington, TX 76011	16 828 492-5	\$6,762 \$3,381
Prosperity	115	DirectTV	5336 Docia Crossing Road Charlotte, NC 28269	044738895	\$369 \$185
Prosperity	116	ELYTUS LTD	5336 Docia Crossing Road Charlotte, NC 28269	STUDIO MOVIE GRILL	\$865 \$433
Prosperity	117	Piedmont Natural Gas	5336 Docia Crossing Road Charlotte, NC 28269	2004274117002	\$1,155 \$578
Bakersfield	118	DirectTV	2733 Calloway Drive Bakersfield, CA 93312	026307303	\$287 \$144
Bakersfield	119	ELYTUS LTD	2733 Calloway Drive Bakersfield, CA 93312	STUDIO MOVIE GRILL	\$1,655 \$828
Bakersfield	120	Pacific Gas & Electric	2733 Calloway Drive Bakersfield, CA 93312	1558587408-2	\$16,608 \$8,304
Bakersfield	121	So Cal Gas	2733 Calloway Drive Bakersfield, CA 93312	187 817 0926 8	\$1,231 \$615
Seminole	122	Cima Energy	7718 113th St. N. Seminole, FL 33772	36939624-904-6	\$554 \$277
Seminole	123	DirectTV	7718 113th St. N. Seminole, FL 33772	035065058	\$372 \$186
Seminole	124	Duke Energy	7718 113th St. N. Seminole, FL 33772	67762-70061	\$12,593 \$6,296
Seminole	125	ELYTUS LTD	7718 113th St. N. Seminole, FL 33772	STUDIO MOVIE GRILL	\$1,488 \$744
Seminole	126	Pinellas County - odd	7718 113th St. N. Seminole, FL 33772	100129934665	\$1,852 \$926
Seminole	127	TECO Peoples Gas	7718 113th St. N. Seminole, FL 33772	221000438475	\$457 \$228
Marietta	128	Constellation	40 Powers Ferry Road Marietta, GA 30067	Cust #: 7820717	\$1,500 \$750
Marietta	129	DirectTV	40 Powers Ferry Road Marietta, GA 30067	044586568	\$362 \$181
Marietta	130	ELYTUS LTD	40 Powers Ferry Road Marietta, GA 30067	STUDIO MOVIE GRILL	\$964 \$482
Marietta	131	Marietta Power & Water	40 Powers Ferry Road Marietta, GA 30067	000499887-000082761	\$5,574 \$2,787
Glendale	132	Glendale Water & Power	128 Artsakh Street, Glendale, CA 91206	32592522-05	\$1,265 \$633
Glendale	133	Glendale Water & Power	128 Artsakh Street, Glendale, CA 91206	32592524-07 N/A	N/A
Glendale	134	Glendale Water & Power	128 Artsakh Street, Glendale, CA 91206	32592526-08 N/A	N/A
Glendale	135	Glendale Water & Power	128 Artsakh Street, Glendale, CA 91206	32592527-07 N/A	N/A
Glendale	136	Glendale Water & Power	128 Artsakh Street, Glendale, CA 91206	32592528-07 N/A	N/A
Glendale	137	DirectTV	128 Artsakh Street, Glendale, CA 91206	063099216	\$354 \$177
Glendale	138	ELYTUS LTD	128 Artsakh Street, Glendale, CA 91206	STUDIO MOVIE GRILL	\$2,026 \$1,013
Glendale	139	So Cal Gas 128	128 Artsakh Street, Glendale, CA 91206	157 419 6466 0	\$324 \$162
Glendale	140	So Cal Gas 130	128 Artsakh Street, Glendale, CA 91206	159 519 6439 2 N/A	N/A
Chisolm Trail	141	City of Fort Worth	5413 Sierra Springs Lane Fort Worth, TX 76123	1657477-688854	\$370 \$185
Chisolm Trail	142	DirectTV	5413 Sierra Springs Lane Fort Worth, TX 76123	069485302	\$278 \$139
Chisolm Trail	143	ELYTUS LTD	5413 Sierra Springs Lane Fort Worth, TX 76123	STUDIO MOVIE GRILL	\$346 \$173

Studio Movie Grill Adequate Assurance

Location	#	Utility Provider	Service Address	Adequate		
				Account Number	Average Bill	Assurance
Chisolm Trail	144	ELYTUS LTD	5413 Sierra Springs Lane Fort Worth, TX 76123		\$400	\$200
Chisolm Trail	145	Reliant	5413 Sierra Springs Lane Fort Worth, TX 76123	16 683 014-1	\$6,500	\$3,250
Chisolm Trail	146	Atmos Energy	5413 Sierra Springs Lane Fort Worth, TX 76123	4038572499	\$789	\$395
Northpoint	147	Fulton County Finance Dept	7660 North Point Pkwy Alpharetta, GA 30022	00050095	\$310	\$155
Northpoint	148	Georgia Power	7660 North Point Pkwy Alpharetta, GA 30022	38047-81032	\$6,595	\$3,298
Downey	149	City of Downey - even	8200 3rd Street Downey, CA 90241	2312-355-002	\$385	\$192
Downey	150	City of Downey - even	8200 3rd Street Downey, CA 90241	2312-358-003	N/A	N/A
Downey	151	City of Downey - even	8200 3rd Street Downey, CA 90241	2814-655-002	N/A	N/A
Downey	152	DirectTV	8200 3rd Street Downey, CA 90241	050089698	\$202	\$101
Downey	153	ELYTUS LTD	8200 3rd Street Downey, CA 90241	STUDIO MOVIE GRILL	\$877	\$438
Downey	154	So Cal Gas	8200 3rd Street Downey, CA 90241	077 564 0550 7	\$1,081	\$540
Downey	155	Southern California Edison	8200 3rd Street Downey, CA 90241	2-40-054-4201	\$17,637	\$8,818
Monrovia	156	City of Monrovia	410 S. Myrtle Avenue Monrovia, CA 91016	386012	\$664	\$332
Monrovia	157	DirectTV	410 S. Myrtle Avenue Monrovia, CA 91016	081926598	\$158	\$79
Monrovia	158	ELYTUS LTD	410 S. Myrtle Avenue Monrovia, CA 91016	STUDIO MOVIE GRILL	\$1,247	\$624
Monrovia	159	So Cal Gas	410 S. Myrtle Avenue Monrovia, CA 91016	077 393 9338 2	\$793	\$396
Monrovia	160	Southern California Edison	410 S. Myrtle Avenue Monrovia, CA 91016	2-40-054-4664	\$16,018	\$8,009
Redlands	161	City of Redlands	340 N. Eureka Street Redlands, CA 92374	25-0061.301	\$4,323	\$2,162
Redlands	162	City of Redlands	340 N. Eureka Street Redlands, CA 92374	25-0065.301	N/A	N/A
Redlands	163	DirectTV	340 N. Eureka Street Redlands, CA 92374	009941488	\$147	\$73
Redlands	164	ELYTUS LTD	340 N. Eureka Street Redlands, CA 92374	STUDIO MOVIE GRILL	\$202	\$101
Redlands	165	So Cal Gas	340 N. Eureka Street Redlands, CA 92374	129 768 2561 7	\$667	\$334
Redlands	166	Southern California Edison	340 N. Eureka Street Redlands, CA 92374	2-40-054-4607	\$18,870	\$9,435
Studio Movie Grill Holdings LLC	167	Zayo	12404 Park Central Drive, Suite 400N, Dallas, TX 75251	19695	\$65,370	\$32,685
Studio Movie Grill Holdings LLC	168	Lantana Communications	12404 Park Central Drive, Suite 400N, Dallas, TX 75251	STU000	\$4,200	\$2,100
Studio Movie Grill Holdings LLC	169	GC Pivotal LLC (GTT)	12404 Park Central Drive, Suite 400N, Dallas, TX 75251	37138984	\$10,040	\$5,020
Studio Movie Grill Holdings LLC	170	Granite Telecommunications	12404 Park Central Drive, Suite 400N, Dallas, TX 75251	03378472	\$1,952	\$976
Movie Grill Concepts Trademark Holdings, LLC	171	DirectTV	12404 Park Central Drive, Suite 400N, Dallas, TX 75251	071441198	\$159	\$79
Movie Grill Concepts Trademark Holdings, LLC	172	ELYTUS LTD	12404 Park Central Drive, Suite 400N, Dallas, TX 75251	STUDIO MOVIE GRILL	\$1,058	\$529
Movie Grill Concepts Trademark Holdings, LLC	173	Verizon	12404 Park Central Drive, Suite 400N, Dallas, TX 75251	642051129-00001	\$1,232	\$616
Movie Grill Concepts Trademark Holdings, LLC	174	Century Link	12404 Park Central Drive, Suite 400N, Dallas, TX 75251	331557	\$1,050	\$525
Total					\$455,379	\$227,689

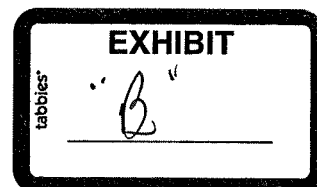
NOTE:

Elytus is 3rd party administrator that consolidates all the waste bills. SMG pays Elytus directly and not the waste companies
 Doesn't include locations assumed to be rejected in first day motion

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§	CASE NO. <u>20-32633-11</u>
	§	
STUDIO MOVIE GRILL HOLDINGS, LLC,	§	Chapter 11
<i>et al.</i> , ¹	§	
DEBTOR.	§	Joint Administration Requested

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Studio Movie Grill Holdings, LLC (6546) ("SMG Holdings"); OHAM Holdings, LLC (0966); Movie Grill Concepts Trademark Holdings, LLC (3096); Movie Grill Concepts I, Ltd. (6645); Movie Grill Concepts III, Ltd. (2793); Movie Grill Concepts IV, Ltd. (1454); Movie Grill Concepts IX, LLC (3736); Movie Grill Concepts VI, Ltd. (6895); Movie Grill Concepts VII, LLC (2291); Movie Grill Concepts X, LLC (6906); Movie Grill Concepts XI, LLC (2837); Movie Grill Concepts XII, LLC (6040); Movie Grill Concepts XIII, LLC (5299); Movie Grill Concepts XIV, LLC (4709); Movie Grill Concepts XIX, LLC (9646); Movie Grill Concepts XL, LLC (4454); Movie Grill Concepts XLI, LLC (4624); Movie Grill Concepts XLII, LLC (2309); Movie Grill Concepts XLIII, LLC (9721); Movie Grill Concepts XLIV, LLC (8783); Movie Grill Concepts XLV, LLC (2570); Movie Grill Concepts XV, LLC (4939); Movie Grill Concepts XVI, LLC (1033); Movie Grill Concepts XVII, LLC (1733); Movie Grill Concepts XVIII, LLC (8322); Movie Grill Concepts XX, LLC (7300); Movie Grill Concepts XXI, LLC (1508); Movie Grill Concepts XXII, LLC (6748); Movie Grill Concepts XXIV, LLC (5114); Movie Grill Concepts XXIX, LLC (5857); Movie Grill Concepts XXV, LLC (4985); Movie Grill Concepts XXVI, LLC (5233); Movie Grill Concepts XXVII, LLC (4427); Movie Grill Concepts XXVIII, LLC (1554); Movie Grill Concepts XXX, LLC (1431); Movie Grill Concepts XXXI, LLC (3223); Movie Grill Concepts XXXII, LLC (0196); Movie Grill Concepts XXXIII, LLC (1505); Movie Grill Concepts XXXIV, LLC (9770); Movie Grill Concepts XXXIX, LLC (3605); Movie Grill Concepts XXXV, LLC (0571); Movie Grill Concepts XXXVI, LLC (6927); Movie Grill Concepts XXXVII, LLC (6401); Movie Grill Concepts XXXVIII, LLC (9657); Movie Grill Concepts XXIII, LLC (7893); Studio Club, LLC (3023); Studio Club IV, LLC (9440); Movie Grill Concepts XI, LLC (2837); Movie Grill Concepts XLI, LLC (4624); Movie Grill Concepts XLVI, LLC (2344); Movie Grill Concepts XLVII, LLC (5866); Movie Grill Concepts XLVIII, LLC (8601); Movie Grill Concepts XLIX, LLC (0537); Movie Grill Concepts L, LLC (5940); Movie Grill Concepts LI, LLC (7754); Movie Grill Concepts LII, LLC (8624); Movie Grill Concepts LIII, LLC (3066); Movie Grill Concepts LIV, LLC (2018); Movie Grill Concepts LV, LLC (4699); Movie Grill Partners 3, LLC (4200); Movie Grill Partners 4, LLC (1363); Movie Grill Partners 6, LLC (3334); and MGC Management I, LLC (3224).



**ORDER GRANTING MOTION FOR INTERIUM AND FINAL
ORDER PROVIDING ADEQUATE ASSURANCE OF UTILITY PAYMENTS**

Came on to be considered the Debtors' *Emergency Motion for Interim and Final Order Providing Adequate Assurance of Utility Payments* (the "Motion") (the "Motion"²). Based on the specific facts and circumstances of this case and for the reasons stated on the record, which are incorporated herein, the Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with Article III of the Constitution; (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; (v) notice of the Motion and the hearing were appropriate under the circumstances and no other notice need be provided; and (vi) upon review of the record before the Court, including the legal and factual bases set forth in the Motion and the statements made by counsel at the hearing, and after due deliberation thereon, there being found good and sufficient cause exists it is hereby

ORDERED that:

1. The Motion is granted;
2. The Utility Providers are prohibited from altering, refusing or discontinuing service, or discriminating against the Debtor, on account of any unpaid pre-petition charges, or requiring additional adequate assurance of payment other than as set forth in the Adequate Assurance Procedures, as follows;
3. Any Utility Provider desiring an Adequate Assurance Deposit must serve a request ("Adequate Assurance Request") so that it is received by the Debtors at the following addresses within 15 days of entry of the Interim Order:

(a) Law Offices of Frank J. Wright

² Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Motion.

2323 Ross Avenue, Suite 730
Dallas, Texas 75201

(b) William K. Snyder
CR3 Partners LLC
13355 Noel Road, Suite 2005
Dallas, Texas 75240

(c) William L. Wallander
Brad Foxman
Vinson & Elkins, LLP
2001 Ross Avenue, Suite 3900
Dallas, Texas 75201

(d) Michael C. Schneidereit
Nicholas J. Morin
Jones Day
250 Vesey Street
New York, NY 10281

4. Any Adequate Assurance Request must (i) be made in writing; (ii) set forth the location for which utility services are provided; (iii) include a summary of the Debtor's payment history relevant to the affected account(s), including any security deposit; and (iv) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment;
5. Upon the Debtor's receipt of any Adequate Assurance Request at the addresses set forth above, the Debtors shall have the greater of (i) 14 days from the receipt of such Adequate Assurance Request; or (ii) 30 days from the Debtor's respective Petition Date (collectively, "**Resolution Period**") to negotiate with such Utility Provider to resolve such Utility Provider's request for additional assurance of payment;
6. The Debtor may, in its discretion (with the consent of the DIP Agent (as defined in the DIP Order), resolve any Adequate Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Provider with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments and/or other forms of security, without further order of this Court if the Debtor believes such additional assurance is reasonable;

7. If the Debtor determines that the Adequate Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtor, during or immediately after the Resolution Period, may request a hearing before this Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (“**Determination Hearing**”) pursuant to Section 366(c)(3) of the Bankruptcy Code;
8. Pending resolution of any such Determination Hearing, such particular Utility Provider shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for pre-petition service or on account of any objections to the Proposed Adequate Assurance;
9. Any Utility Provider who objects to the Adequate Assurance Procedures outlined above must file an objection to such procedures (“**Procedure Objection**”) so that it is actually received within 20 days of entry of the Interim Order by the Debtor at the following address:
 - (a) Law Offices of Frank J. Wright
2323 Ross Avenue, Suite 730
Dallas, Texas 75201
 - (b) William K. Snyder
CR3 Partners LLC
13355 Noel Road, Suite 2005
Dallas, Texas 75240
 - (c) William L. Wallander
Brad Foxman
Vinson & Elkins, LLP
2001 Ross Avenue, Suite 3900
Dallas, Texas 75201
 - (d) Michael C. Schneidereit
Nicholas J. Morin
Jones Day
250 Vesey Street
New York, NY 10281
10. Any Procedure Objection must (i) be made in writing; (ii) set forth the location for which utility services are provided; (iii) include a summary of the Debtor’s payment history relevant to the affected account(s), including any security deposits; (iv) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment;

and (v) set forth why the Utility Provider believes it should be exempted from the Adequate Assurance Procedures;

11. The Debtor may, in its discretion (with the consent of the DIP Agent (as defined in the DIP Order), resolve any Procedure Objection by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Provider with additional adequate assurance of future payment, including but not limited to cash deposits, prepayments and/or other forms of security, without further order of this Court if the Debtor believes such additional assurance is reasonable;
12. If the Debtor determines that the Procedure Objection is not reasonable and is not able to reach a prompt alternative resolution with the Utility Provider, the Procedure Objection will be heard at the Final Hearing;
13. All Utility Providers who do not timely file a Procedure Objection are deemed to consent to the Adequate Assurance Procedures and shall be bound by the Adequate Assurance Procedures. The sole recourse of all Utility Providers that do not timely file a Procedure Objection shall be to submit an Adequate Assurance Request pursuant to the Adequate Assurance Procedures, and shall be enjoined from ceasing performance pending any Determination Hearing that may be conducted pursuant to the Adequate Assurance Procedures;
14. Notwithstanding anything to the contrary herein, nothing in this Order authorizes the use of cash collateral or debtor-in-possession financing. Any payments authorized to be made pursuant to the Motion shall be made only to the extent authorized under the cash collateral and debtor-in-possession financing order approved by the Court in effect as of the time such payment is to be made (together with any approved budgets in connection therewith, the "DIP Order"), and such payments shall be subject to the terms, conditions, limitations, and requirements of the DIP Order in all respects. Any Agent Consent (as defined in the DIP Order) or other consent or approval of the DIP Agent given or requested in respect of any matters relating to this Order shall require approval of the Requisite Lenders (as defined in the DIP Order);
15. Notwithstanding anything else in this Order to the contrary, any payments authorized to be made by this Order shall be subject to the terms, conditions, limitations, and restrictions set forth in that certain *Order Granting Debtors' Emergency Motion Pursuant to Sections 105, 345, 364, 363, 503, 1107 and 1108, Authorizing (i) Maintenance of Existing Bank Accounts; (ii) Continuance of Existing Cash Management System, Bank Accounts and Checks and Related Forms; (iii) Continued Performance of Intercompany Transactions; (iv) Limited Waiver of Section 345(b) Deposit and Investment Requirements; and (v) Granting Related Relief*,

16. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order;
17. The Debtor shall serve a copy of this Order on each Utility Provider listed on **Exhibit "A"** to the Motion within 2 business days of the date that this Order is entered, and shall similarly serve this Order on each Utility Provider subsequently added by the Debtor to the Utilities List;
18. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof; and
19. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

IT IS SO ORDERED.

End of Order # #

SUBMITTED BY:

Frank J. Wright
Texas Bar No. 22028800
Jeffery M. Veteto
Texas Bar No. 24098548
Jay A. Ferguson
Texas Bar No. 24094648
LAW OFFICES OF FRANK J. WRIGHT, PLLC
2323 Ross Avenue, Suite 730
Dallas, Texas 75201
Telephone: (214) 935-9100

**PROPOSED COUNSEL TO DEBTORS
AND DEBTORS-IN-POSSESSION**